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2022-CC09772 - GEORGE WOODS ET AL V COUNTRY MUTUAL INSURANCE COMP (E-CASE)

Case Header	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/ Execution
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Motion to Transfer Venue; Electronic Filing Certificate of Service.

Filed By: DANIEL E WILKE

On Behalf Of: COUNTRY MUTUAL INSURANCE COMPANY

 [Answer Filed](#)

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09/10/2020 [Summons Issued-Circuit](#)

Document ID: 20-SMCC-13590, for COUNTRY MUTUAL INSURANCE COMPANY.

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Filed By: CHRISTOPHER BAXTER BENT

 [Pet Filed in Circuit Ct](#)

PETITION FOR DAMAGES.

Filed By: CHRISTOPHER BAXTER BENT

On Behalf Of: GEORGE WOODS, THE PENTECOSTAL CHURCH OF JESUS CHRIST, INC.

 [Judge Assigned](#)

**IN THE TWENTY SECOND JUDICIAL CIRCUIT COURT
CITY OF ST. LOUIS
STATE OF MISSOURI**

GEORGE WOODS, and)
THE PENTECOSTAL CHURCH OF)
JESUS CHRIST, INC.)
Plaintiff,) Case No:
COUNTRY MUTUAL INSURANCE)
COMPANY)
Registered Agent:)
CSC Lawyers Incorporating Service)
221 Bolivar Street)
Jefferson City, Missouri 65101)
Defendant.

PETITION FOR DAMAGES

COMES NOW, Plaintiff George Woods and The Pentecostal Church of Jesus Christ, Inc. by and through their undersigned counsel of record and files herewith their Petition For Damages. In support thereof, Plaintiffs states the following:

PARTIES VENUE AND JURISDICTION

1. This is a breach of contract claim for recovery of policy benefits and for vexatious refusal to pay pursuant to Missouri revised statute §§ 375.296 and 375.420.
2. Plaintiff George Wood resides at 6332 Myron Avenue, St. Louis, Missouri 63121.
3. Plaintiff "The Pentecostal Church of Jesus Christ, Inc." is headquartered at 6332 Myron Avenue, St. Louis, Missouri 63121.

4. Plaintiff George Woods is the President of Pentecostal Church of Jesus Christ, Inc.

5. Defendant, Country Mutual Insurance Company is a foreign corporation, with its headquarters located at 1701 N. Towanda Avenue, Bloomington, Illinois 61701. It is registered within the State of Missouri.

6. Defendant, Country Mutual Insurance Company provides coverage for residential properties, buildings and business property, including churches.

7. Defendant, Country Mutual Insurance Company is and was doing business in St. Louis City and the State of Missouri at all relevant times mentioned herein.

8. Venue is proper, inasmuch as the property in question is located inside the City of St. Louis, Missouri and Defendant is a non-resident doing business in St. Louis City.

9. Jurisdiction is proper in this Court.

10. The amount in dispute or controversy exceeds \$25,000.

FACTS COMMON TO ALL COUNTS

11. All real property referenced herein is situated in St. Louis, Missouri.

12. On or before July 24, 2018, Plaintiff George Woods sought and obtained basic coverage for a property, commonly known as 4446 Kenneth Place, St. Louis, Missouri 63115 located in a residential community.

13. Basic coverage includes protection against fire, lightning, smoke, vandalism, and civil unrest.

14. Upon information and belief, 4446 Kenneth Place is a single family 1 bedroom one bath, residential house with approximately 1,000 square feet, located near Penrose Park, Fairground Park and Busche Park in the City of St. Louis.

15. Woods spoke with Mike McMullen, Country Mutual Insurance Company, who completed an application for insurance over the phone.

16. McMullen asked certain questions and made basic assumptions as to the property.

17. McMullen did not share those assumptions with Woods, before, during or after completing the application process.

18. The property was deeded to The Pentecostal Church of Jesus Christ, Inc.

19. At no time during the phone interview was Woods asked whether the property was owned by a church, corporation or an individual.

20. At no time during the phone interview was Woods asked the name to which the property was deeded.

21. Had the question been asked, Woods would have notified the agent that the property was deeded to the Pentecostal church.

22. Woods was not asked to or given an opportunity to review the application for insurance after it was completed.

23. The application was completely silent as to the deed owner.

24. On February 21, 2019, a fire consumed 4446 Kenneth Place, St. Louis, Missouri 63115.

25. Woods notified Defendant Country Mutual Insurance Company of the loss.

26. Thereafter, defendant Country Mutual Insurance Company conducted an investigation based on its suspicion of arson.
27. The investigation consisted of deposing plaintiff Woods.
28. At deposition, Woods testified that the property was owned by the Pentecostal church, which was a corporation.
29. He explained under oath that he answered the agents question honestly and truthfully during the application for insurance process.
30. After conducting a thorough investigation, the fire was deemed arson.
31. Woods had absolutely nothing to do with the fire.
32. Nevertheless, by letter dated October 10, 2019, Woods was informed that his claim for fire damage was denied.
33. According to the claims adjuster, the claim was denied because Woods allegedly made material misrepresentation of fact in the application for the insurance policy.
34. Defendant claims that it would not have written the policy if Woods had disclosed the property was owned by the Pentecostal Church of Jesus Christ. It goes on to state that Woods violated the aforementioned condition by making material misrepresentations of fact under oath regarding the application process. As a result, there was no coverage under the policy for claims under the policy for fire loss.
35. There is absolutely no proof or evidence that Woods knowingly provided false answers on the insurance application with the intent to deceive.

36. Country Mutual Insurance Company did not suffer a detriment due to any possible deception, as it routinely insures real estate owned by churches and thus had no basis for rescission.

37. If Country Mutual Insurance Company proved deception and detriment, it should be estopped from rescinding the contract because of the delay between issuing the policy and the loss.

38. At all material times, the Plaintiff's residence was insured under COUNTRY Mutual Insurance Company Policy Number A24K5840672 ("Policy"), which was issued to the Plaintiff by the Defendant, and insured the Plaintiff against the type of loss suffered by the Plaintiff when the property was destroyed. A copy of the Policy is attached hereto as Exhibit A and incorporated herein by reference.

COUNT I
BREACH OF CONTRACT

The Plaintiff incorporates all previously pled paragraphs.

39. Country Mutual Insurance Company ("Country Financial) issued Policy No. A24K5840672 ("Policy") on or about July 24, 2018 for the term of July 24, 2018 to July 24, 2019.

40. General Conditions in the policy are set-forth in the attached policy. The Plaintiff complied with all requirements and provisions of the Policy and endured an 8-month Country Financial "investigation."

41. As a result of the fire loss, the Plaintiff has unpaid special damages to date totaling approximately One Hundred and Fifty-Seven Thousand Dollars (\$157,000) plus

continuing Loss of Use for Country Financial failure to perform, as well as attorney fees and interest. Specifically:

A. Residence. The Replacement Cost for the property is \$157,000. The Policy also provides for a construction price index (CPI) adjustment, which the Court should award to the Plaintiff at a CPI rate to be determined at trial. At a minimum, the replacement cost value of the Plaintiff's residence, after including the CPI adjustment, is at least \$177,000.

B. Loss of Rental Income. Country Financial Policy is established at \$5,600. The Plaintiff is entitled to loss of use payments for February 2019 through the date of replacing the residence.

C. Clean-Up. The cost/value of demolition and clean-up, completed by the Plaintiff is approximately \$10,000.00.

A person in the shoes of the policyholder would have understood there was coverage for the loss mentioned hereinabove.

42. Attorney fees have been incurred to date and will continue to be incurred. While the total fees through the conclusion of this matter cannot be ascertained, the Plaintiff anticipates that the reasonable fees and costs will be between \$75,000.00 and \$150,000.00.

43. To the extent that there was a lawful basis for implementing a one-year state of limitations, the Defendant waived, is estopped, or is otherwise precluded from asserting the one-year statute of limitations, as is more specifically stated above. The Defendant did not indicate its

formal conclusion of its investigation until on or about October 2019 — the date the Defendant denied the claim and stated, for the first time, the basis for its denial.

44. Plaintiff made demand upon the Defendant to pay the Defendant's claim, made pursuant to RSMo. §§ 375.296 and 375.420.

45. The Defendant denied Plaintiff's claim. The Defendant simultaneously mailed a check for \$907.72 to the Plaintiff, purporting to reimburse the Plaintiff for the premiums paid under the Policy. The Plaintiff refused the check and returned it to the Defendant, through counsel.

46. Country Financial denial to pay the claim is a breach of the terms of the Policy.

WHEREFORE, the Plaintiff prays for judgment against the Defendant for breach of the terms of the Policy and award to the Plaintiff the sum of \$172,600; plus prejudgment interest; interest after judgment; attorney fees of \$75,000.00 to \$150,000.00 or as determined by the Court, pursuant to §§ 375.296 and 375.420, costs and expenses; and such other and further relief the Court deems just and proper.

COUNT II

VEXATIOUS REFUSAL TO PAY

PURSUANT TO

Missouri Revised Statute

§§ 375.296 and 375.420

The Plaintiff incorporates all previously pled paragraphs.

47. On or about July 24, 2018, Defendant Country Mutual issued Policy Number A24K5840672 to George Woods.

48. The Policy was in effect through July 23, 2019.

49. The accident which forms the subject matter of plaintiff Woods claim occurred on February 21, 2020. George Woods requested defendant Country Mutual to uphold its obligation and pay monies owed under Policy Number A24K5840672.

50. Defendant Country Mutual refused to pay the claim submitted by Woods, pursuant to Policy Number A24K5840672.

51. The refusal was without reasonable cause or excuse as the facts would appear to a reasonable and prudent person in violation of Missouri Statutes § 375.296 and § 375.420. 40.

52. Country Mutual has not offered any legitimate explanation as to its refusal to pay under the policy.

53. As a direct and proximate result of Defendant Country Mutual's refusal to pay, George Woods suffered damages in excess of the \$177,000.

WHEREFORE, Plaintiff George Woods prays for judgment against Defendant Country Mutual and award damages, in addition to the limits of Policy Number A24K5840672, pre and post judgment interest and reasonable attorney's fee pursuant to § 375.296 and § 375.420 RSMo., along with any other relief deemed just and appropriate.

Respectfully Submitted,
By: /s/ Christopher Bent
Christopher B. Bent, #45875
LAW OFFICE OF CHRISTOPHER BENT, LLC
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St. Louis, Missouri 63146
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IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

GEORGE WOODS and)
THE PENTECOSTAL CHURCH OF)
JESUS CHRIST, INC.,)
)
Plaintiffs,) Cause No. 2022-CC09772
)
vs.) Division No. 1
)
COUNTRY MUTUAL INSURANCE)
COMPANY,)
)
Defendant.)

ENTRY OF APPEARANCE

Come now Daniel E. Wilke and Wilke & Wilke, P.C. and enter their appearance as attorneys for Defendant.

/s/ **Daniel E. Wilke**
Daniel E. Wilke #24464
James A. Wilke #51242
WILKE & WILKE, P.C.
Attorneys for Defendant
2708 Olive Street
St. Louis, Missouri 63103
314-371-0800
Fax: 314-371-0900
wilke@wilkewilke.net

I hereby certify that on September 17, 2020 the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon the following:

Christopher B. Bent
Attorney at Law
2200 West Port Plaza Drive, Suite 306
St. Louis, MO 63146
ATTORNEY FOR PLAINTIFFS

/s/ **Daniel E. Wilke**

DEW:lb

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
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GEORGE WOODS and)
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Plaintiffs,) Cause No. 2022-CC09772
vs.) Division No. 1
COUNTRY MUTUAL INSURANCE)
COMPANY,)
Defendant.)

DEFENDANT'S ANSWER TO PLAINTIFFS' PETITION

Comes now Defendant, by and through its attorneys, and for its Answer to Plaintiffs'

Petition states as follows:

1. Defendant admits the allegation contained in paragraph 2 of Plaintiffs' Petition and that it is an insurance company authorized to do business in the State of Missouri.
2. Defendant otherwise denies the allegations contained in paragraphs 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 and 53 of Plaintiffs' Petition.
3. For further answer and defense, Defendant states that it is entitled to a set off for any amounts paid to either Plaintiff for the loss described in this litigation.
4. For further answer and defense, Defendant states that George Woods is an agent of the Co-Plaintiff corporation and at all times pertinent hereto acted within the course and scope of his agency for the Co-Plaintiff.

5. For further answer and defense, Defendant states that an insured person made material misrepresentations of fact in the application for the insurance policy to Defendant in violation of policy conditions.

6. For further answer and defense, Defendant states that an insured person made material misrepresentations of fact during the examination under oath regarding the application process.

7. For further answer and defense, Defendant states the corporate Plaintiff does not qualify as an insured under the policy of insurance in which Plaintiffs' claim in this lawsuit is being made.

WHEREFORE, having fully answered, Defendant prays to be dismissed hence with its costs herein expended.

/s/ **Daniel E. Wilke**
Daniel E. Wilke #24464
James A. Wilke #51242
WILKE & WILKE, P.C.
Attorneys for Defendant
2708 Olive Street
St. Louis, Missouri 63103
314-371-0800
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wilke@wilkewilke.net

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Christopher B. Bent
Attorney at Law
2200 West Port Plaza Drive, Suite 306
St. Louis, MO 63146
ATTORNEY FOR PLAINTIFFS

/s/ **Daniel E. Wilke**

DEW:lb

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
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GEORGE WOODS and)
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JESUS CHRIST, INC.,)
Plaintiffs,) Cause No. 2022-CC09772
vs.) Division No. 1
COUNTRY MUTUAL INSURANCE)
COMPANY,)
Defendant.)

DEFENDANT'S MOTION TO TRANSFER VENUE

Comes now Defendant, by and through its attorneys, and for its Motion states:

1. Country Mutual Insurance Company does not have agents to write its policies in the City of St. Louis.
2. The loss did not occur in the City of St. Louis, but rather in Pagedale, Missouri, a location not in the City of St. Louis but rather in St. Louis County.
3. Venue for this action is not proper in the City of St. Louis and the case should be transferred to a proper venue for further proceedings.

WHEREFORE, Defendant prays the Court for an Order transferring this case to St. Louis County and for such other further relief as the Court deems just and proper.

/s/ **Daniel E. Wilke**
Daniel E. Wilke #24464
James A. Wilke #51242
WILKE & WILKE, P.C.
Attorneys for Defendant
2708 Olive Street
St. Louis, Missouri 63103
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wilke@wilkewilke.net

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Christopher B. Bent
Attorney at Law
2200 West Port Plaza Drive, Suite 306
St. Louis, MO 63146
ATTORNEY FOR PLAINTIFFS

/s/ **Daniel E. Wilke**